

# UNIT 68 ADMINISTERING SPECIAL TERMS AND CONDITIONS

*September 2002*

*(FAC 2001-09)*

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<b>Overall Duty</b>	Enforce Government and contractor compliance with special contract terms and conditions.
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<b>Overall Conditions</b>	Given a contract, the contract administration plan, and any related documents.
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<b>Overall Standard</b>	Properly enforce all contract and procedural requirements. Monitor actions of Contracting Officer representatives and other support personnel to preclude breaches by the Government. Review performance reports and other available information to identify any breaches by the contractor. Resolve any problems identified. When necessary, resolution may include, an equitable adjustment.
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## **Part A: Miscellaneous Terms And Conditions**

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<b>Sub-Duty</b>	Enforce compliance with miscellaneous contract terms and conditions by both the contractor and Government personnel.
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<b>Sub-Duty Standard</b>	Properly enforce all miscellaneous contract and procedural requirements. Monitor actions of Contracting Officer representatives and other support personnel to preclude breaches by the Government. Review performance reports and other available information to identify any breaches by the contractor. Resolve any problems identified. When necessary, resolution may include, an equitable adjustment.
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# UNIT 68 ADMINISTERING SPECIAL TERMS AND CONDITIONS

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## Part B: Government Property

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<b>Sub-Duty</b>	Enforce contractor and Government compliance with terms and conditions related to Government property management.
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<b>Additional Conditions</b>	Given a contract that provides for Government property.
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<b>Sub-Duty Standard</b>	Properly enforce all Government property contract and procedural requirements. Monitor actions of Contracting Officer representatives and other support personnel to preclude breaches by the Government. Review performance reports and other available information to identify any breaches by the contractor. Resolve any problems identified. When necessary, resolution may include, an equitable adjustment.
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## Part C: Intellectual Property

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<b>Sub-Duty</b>	Enforce contractor and Government compliance with terms and conditions related to intellectual property management.
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<b>Sub-Duty Standard</b>	Properly enforce all intellectual property contract and procedural requirements. Monitor actions of Contracting Officer representatives and other support personnel to preclude breaches by the Government. Review performance reports and other available information to identify any breaches by the contractor. Resolve any problems identified. When necessary, resolution may include, an equitable adjustment.
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## Policies

<i>FAR</i>	<i>Agency Suppl.</i>	Subject
4.303		Paper documents use of recycled and/or double-sided paper.
12.211		Technical data rights.
12.212		Computer software.
19.706		Responsibilities of the cognizant Administrative Contracting Officer.
19.707(a)(4)		Small Business Administration's role in evaluating compliance with subcontracting plans.
22.101		Labor relations.
22.103-4(f)		Requests to pay overtime.
22.2		Convict labor.
22.3		Contract Work Hours and Safety Standards Act.
22.406-8		Investigations.
22.406-9		Withholding from or suspension of contract payments.
22.808		Complaints alleging violation of EO 11246 (equal employment opportunity).
22.809		Enforcement of EO 11246.
22.9		Nondiscrimination because of age.
22.1019		Additional classes of service employees.
22.1022		Withholding of contract payments.
22.1023		Termination for default.
22.1024		Cooperation with the Department of Labor.
22.1025		Ineligibility of violators.
22.1026		Disputes concerning labor standards.
22.1301		Policy on disabled veterans and veterans of the Vietnam era.
22.1304		Department of Labor notices and reports.
22.1305		Collective bargaining agreements.
22.1306		Complaint procedures.
22.1307		Actions because of noncompliance.
22.1401		Policy on employment of workers with disabilities.
22.1405		Collective bargaining agreements.
22.1406		Complaint procedures.
23.300		Scope of subpart on hazardous material identification and material safety data.
23.301		Definitions.
23.302		Policy.
23.506		Suspension of payments, termination of contract, and debarment and suspension actions related to drug-free workplace violations.

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<i>FAR</i>	<i>Agency Suppl.</i>	Subject
24.1		Protection of individual privacy.
25.7		Prohibited sources.
25.9		Customs and duties.
27.104		General guidance on patents, data, and copyrights.
27.201-1		General guidance on patents authorization and consent.
27.202-1		General guidance on patents notice and assistance related to patent infringement.
27.203-1		General guidance on patent indemnification of Government by the contractor.
27.207-1		Determining the security classification of a contractor's patent application.
27.300		Scope of subpart on patent rights under Government contracts.
27.301		Definitions.
27.302		Policy.
27.304-1		General procedures.
27.304-4		Subcontracts.
27.304-5		Appeals.
27.305		Administration of patent rights clauses.
27.400		Scope of subpart on rights in data and copyrights.
27.401		Definitions.
27.402		Policy.
27.404(f)-(j)		Administering basic rights in data.
27.405		Other data rights provisions.
27.406		Acquisition of data.
28.301		Policy on insurance.
28.302		Notice of cancellation or change.
28.303		Insurance against loss of or damage to Government property.
28.304		Risk-pooling arrangements.
28.307		Insurance under cost-reimbursement contracts.
28.308		Self-insurance.
31.205-26		Material costs.
31.205-40		Special tooling and special test equipment costs.
42.302(a) (26)-(29)		Contract property administration functions.
42.302(a) (34), (66) & (68)		Contracting officer responsibilities related to administering socio-economic contract clauses (e.g., labor-relations, drug-free workplace, environmental practices).
45.101		Definitions for Government property.
45.102		Policy.

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<i><b>FAR</b></i>	<i><b>Agency Suppl.</b></i>	<b>Subject</b>
45.103		Responsibility and liability for Government property.
45.104		Review and correction of contractor's property control systems.
45.105		Records of Government property.
45.301		Definitions for Government property.
45.4		Contractor use and rental of Government property
45.5		Management of Government property in the possession of contractors.
45.6		Reporting, redistribution, and disposal of contractor inventory.
52.204-2		Security requirements.
52.204-4		Printed or copied double-sided on recycled paper.
52.207-3		Right of first refusal of employment.
52.212-4(h)		Patent indemnity.
52.212-4(q)		Other compliances.
52.212-4(r)		Compliance with laws unique to Government contracts.
52.222-1		Notice to the Government of labor disputes.
52.222-2		Payment for overtime premiums.
52.222-3		Convict labor.
52.222-4		Contract Work Hours and Safety Standards Act – overtime compensation.
52.222-20		Walsh-Healy Public Contracts Act.
52.222-26		Equal Opportunity.
52.222-35		Affirmative action for disabled veterans and veterans of the Vietnam era.
52.222-36		Affirmative action for workers with disabilities.
52.222-37		Employment reports on disabled veterans and veterans from the Vietnam era.
52.222-41		Service Contract Act of 1965, as amended.
52.222-44		Fair Labor Standards Act and Service Contract Act – price adjustment.
52.223-3		Hazardous material identification and material safety data.
52.223-6		Drug-free workplace.
52.224-1		Privacy Act notification.
52.224-2		Privacy Act.
52.225-8		Duty-free entry.
52.227-1		Authorization and consent.
52.227-2		Notice and assistance regarding patent and copyright infringement.
52.227-3		Patent indemnity.
52.227-10		Filing of patent applications – classified subject matter.
52.227-11		Patent rights – retention by the contractor (short form).

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<i><b>FAR</b></i>	<i><b>Agency Suppl.</b></i>	<b>Subject</b>
52.227-12		Patent rights – retention by the contractor (long form).
52.227-13		Patent rights – acquisition by the Government.
52.227-14		Rights in data – general.
52.227-16		Additional data requirements.
52.227-17		Rights in data – special works.
52.227-18		Rights in data – existing works.
52.227-19		Commercial computer software – restricted rights.
52.227-20		Rights in data – SBIR program.
52.228-5		Insurance – work on a Government installation.
52.228-7		Insurance – liability to third persons.
52.237-2		Protection of Government buildings, equipment, and vegetation.
52.245-1		Property records.
52.245-2		Government property (fixed-price contracts).
52.245-4		Government-furnished property (short form).
52.245-5		Government property (cost-reimbursement, time-and-material, or labor-hour contracts).
52.245-7		Government property (consolidated facilities).
52.245-9		Use and charges.
52.245-10		Government property (facilities acquisition).
52.245-11		Government property (facilities use).
52.245-17		Special tooling
52.245-18		Special test equipment.
52.247-29		F.o.b. point for delivery of Government furnished property.

## **Other KSA's**

1. Knowledge of various laws affecting Government contracts.
2. Knowledge of property management.
3. Knowledge of the authorities and responsibilities of the property administrator, Procuring Contracting Officer and Administrative Contracting Officer regarding Government property.
4. Knowledge of the control requirements for Government property.
5. Knowledge of the disapproval/withdrawal/nonacceptance process for the contractor property control system (PCS).

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6. Knowledge of postaward Government property transfer requirements, including contract modifications and the obtaining of consideration.
7. Knowledge of the liability policy and provisions for loss, damage, or destruction of Government property and the assessment for any loss, damage, or destruction.
8. Knowledge of the disposal/disposition priorities for Government property, including transfer and funding.
9. Ability to conscientiously attend to the details related to administering special contract terms and conditions.
10. Ability to analyze and relate data on actual experience to the requirements for administration of special contract terms and conditions.
11. Ability to identify problems in administration of special contract terms and conditions, analyze related information, and make viable recommendations for resolution.
12. Ability to work with others to resolve problems encountered in administering special contract terms and conditions.
13. Ability to commit to the actions required to enforce contract terms and conditions.
14. Ability to maintain the honesty and integrity of the acquisition process.

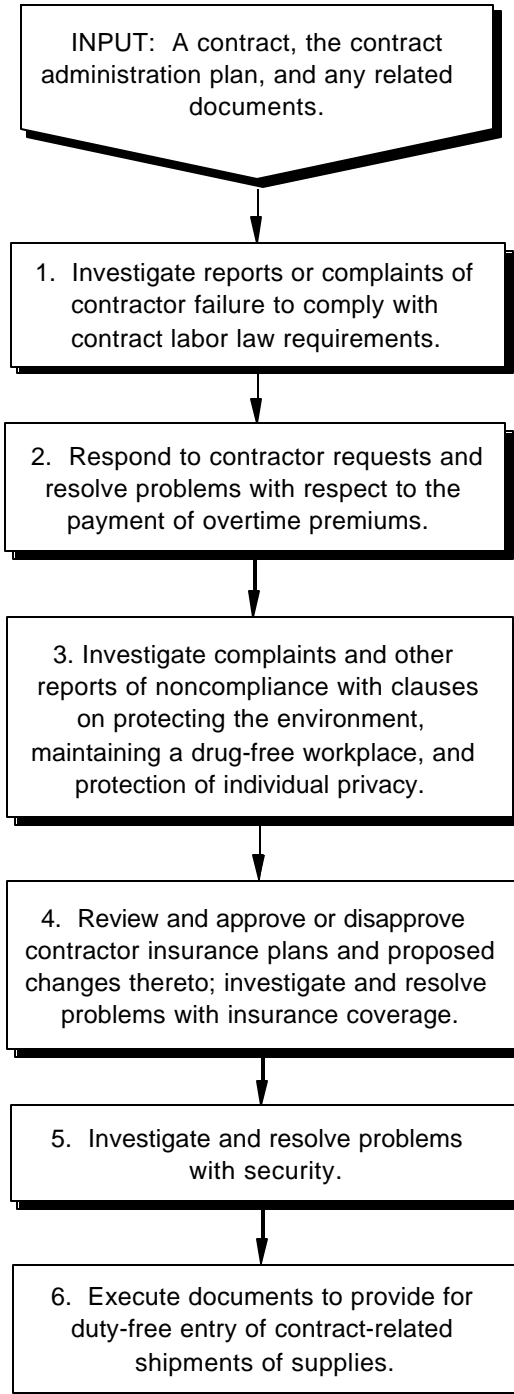
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**Other Policies and References (Annotate As Necessary):**

# UNIT 68 ADMINISTERING SPECIAL TERMS AND CONDITIONS

## Part A: Miscellaneous Terms And Conditions

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# UNIT 68 ADMINISTERING SPECIAL TERMS AND CONDITIONS

## Part A: Miscellaneous Terms And Conditions

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Tasks	Related Standards
1. Investigate reports or complaints of contractor failure to comply with contract labor law requirements.	<p>Identify and correctly interpret the applicable policies in FAR Part 22 and the requirements of related clauses in the contract, such as:</p> <ul style="list-style-type: none"> <li>• Notice to the Government of labor disputes (FAR 52.222-1);</li> <li>• Convict labor (FAR 52.222-3);</li> <li>• Contract Work Hours and Safety Standards Act – overtime compensation (FAR 52.222-4);</li> <li>• Walsh-Healy Public Contracts Act (FAR 52.222-20);</li> <li>• Equal Opportunity (52.222-26);</li> <li>• Affirmative action for disabled veterans and veterans of the Vietnam era (FAR 52.222-35);</li> <li>• Affirmative action for workers with disabilities (FAR 52.222-36);</li> <li>• Employment reports on disabled veterans and veterans from the Vietnam era (FAR 52.222-37);</li> <li>• Service Contract Act of 1965, as amended (FAR 52.222-41); and</li> <li>• Fair Labor Standards Act and Service Contract Act – price adjustment (FAR 52.222-44).</li> </ul>
2. Respond to contractor requests and resolve problems with respect to the payment of overtime premiums.	<p>Identify and correctly interpret the applicable policies in FAR 22.3 and the requirements of related clauses in the contract (e.g., Payment of Overtime Premiums (52.222-2)).</p>

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## Part A: Miscellaneous Terms And Conditions

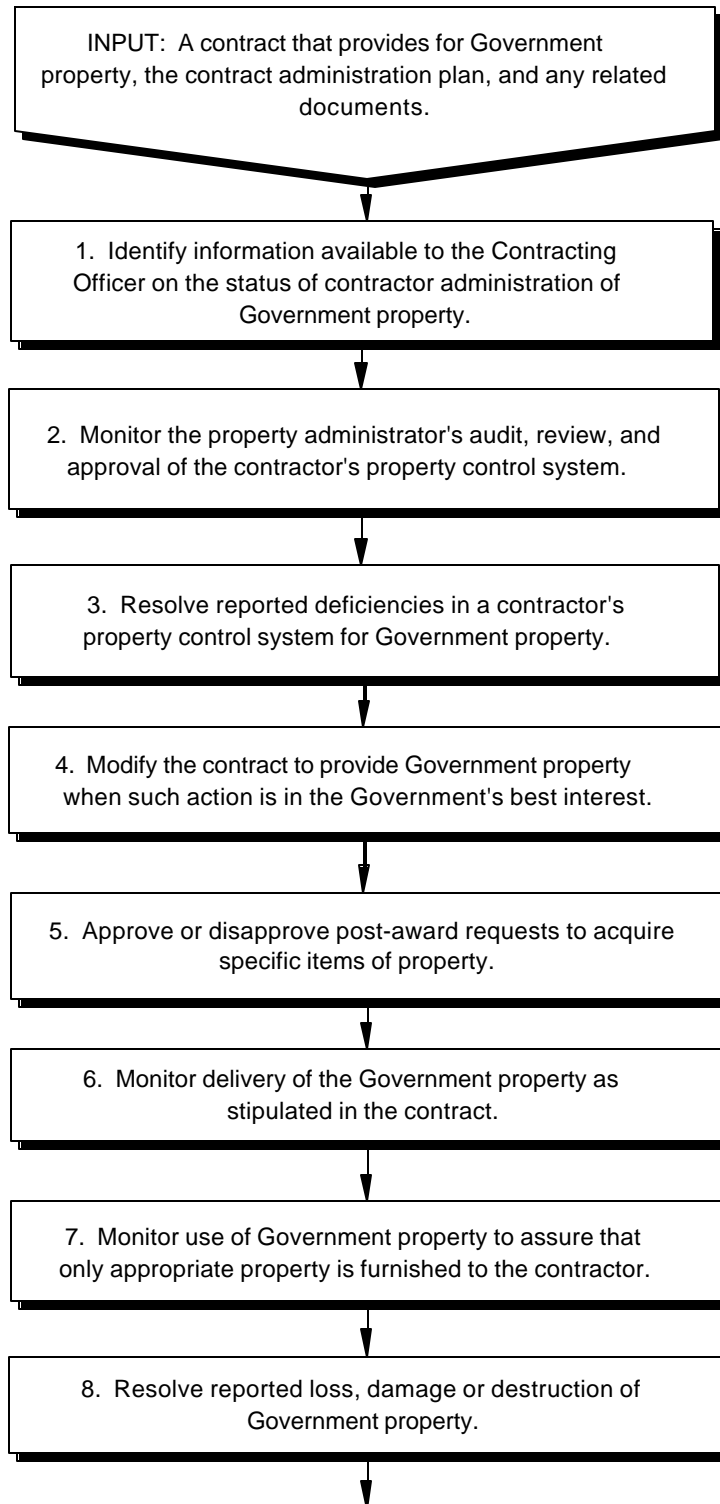
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Tasks	Related Standards
3. Investigate complaints and other reports of noncompliance with clauses on protecting the environment, maintaining a drug-free workplace, and protection of individual privacy.	<p>Identify and correctly interpret the applicable policies on:</p> <ul style="list-style-type: none"> <li>• Protecting the environment in FAR 4.303, 23.300, 23.301, and 23.302, as well as the requirements of related clauses in the contract, such as: <ul style="list-style-type: none"> <li>– Printed or Copied Double-Sided on Recycled Paper (FAR 52.204-4);</li> <li>– Hazardous Material Identification and Material Safety Data (FAR 223-3); or</li> <li>– Protection of Government Buildings, Equipment, and Vegetation (FAR 52.237-2);</li> </ul> </li> <li>• Maintaining a drug-free workplace in FAR 23.506, as well as the requirements of related clauses in the contract (e.g., Drug-Free Workplace (FAR 223-6)); or</li> <li>• Protection of individual privacy in FAR 24.1, as well as the requirements of related clauses in the contract, such as: <ul style="list-style-type: none"> <li>– Privacy Act Notification (FAR 52.244-1); or</li> <li>– Privacy Act (FAR 52.224-2).</li> </ul> </li> </ul>
4. Review and approve or disapprove contractor insurance plans and proposed changes thereto; investigate and resolve problems with insurance coverage.	<p>Identify and correctly interpret the applicable policies in FAR 28.301, 28.302, 28.303, 28.304, 28.307, and 28.308 and the requirements of related clauses in the contract, such as:</p> <ul style="list-style-type: none"> <li>• Insurance – Work on a Government Installation (FAR 52.228-5); or</li> <li>• Insurance – Liability to Third Persons (FAR 52.228-7).</li> </ul>
5. Investigate and resolve problems with security.	Correctly interpret FAR clause 52.204-2, including Alternate I or II (when applicable).
6. Execute documents to provide for duty-free entry of contract-related shipments of supplies.	Identify and correctly interpret the applicable policies in FAR 25.9 the requirements of related clauses in the contract (e.g., Duty-Free Entry (FAR 52.225-10)).

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## Part B: Government Property

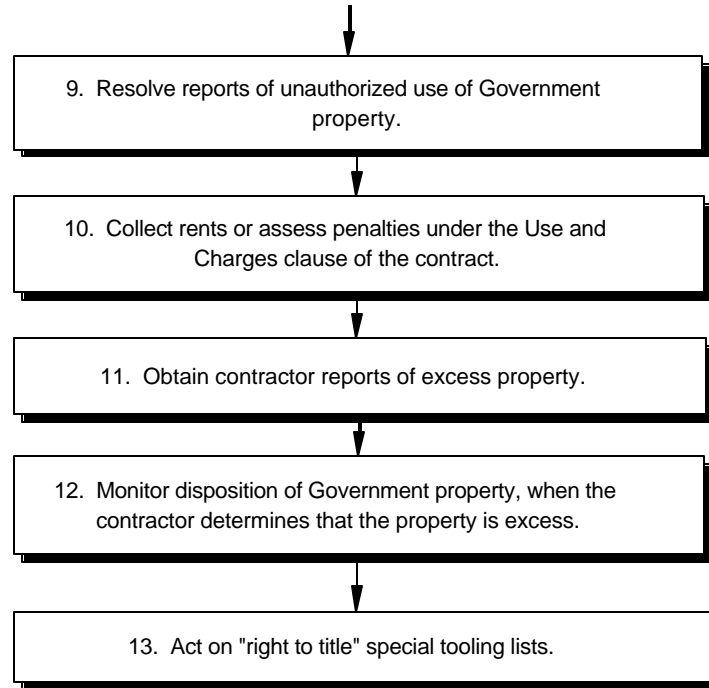
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## Part B: Government Property

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## Part B: Government Property

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Tasks	Related Standards
1. Identify information available to the Contracting Officer on the status of contractor administration of Government property.	Sources of information include: <ul style="list-style-type: none"><li>• Reports on the overall property control system;</li><li>• Periodic property audits;</li><li>• Contractor notification that the equipment is down or in need of repair; and</li><li>• Reports of any shortages, losses, damage, destruction, or misuse.</li></ul>

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Tasks	Related Standards
2. Monitor the property administrator's audit, review, and approval of the contractor's property control system.	<p>The contractor shall establish and maintain a system in accordance with FAR 45.5 to control, protect, preserve, and maintain all Government property. This property control system shall be in writing unless the Government property administrator determines that maintaining a written system is unnecessary. The system shall be reviewed and, if satisfactory, approved in writing by the property administrator.</p> <p>For example, the contractor must:</p> <ul style="list-style-type: none"><li>• File a statement of any overages, shortages, or damage of the property when received.</li><li>• Identify, mark, and record the property as prescribed at FAR 45.506.</li><li>• Furnish a receipt, when required by the property administrator.</li><li>• Obtain all required approvals for use of the property.</li><li>• Use the property only for those purposes authorized in the contract.</li><li>• Maintain records of property use in accordance with the requirements at FAR 45.509-2.</li><li>• Segregate the Government property from the contractor's property, unless the conditions at FAR 45.507 are met.</li><li>• Maintain, repair, protect, and preserve the property.</li><li>• Disclose the need for major repair, replacement, or other capital rehabilitation work.</li><li>• Physically inventory the property periodically in accordance with FAR 45.508.</li><li>• Maintain the required property records and file all required reports.</li><li>• Report all property shortages, loss, damage, destruction or unauthorized use.</li></ul>

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Tasks	Related Standards
3. Resolve reported deficiencies in a contractor's property control system for Government property.	<p>The property administrator must notify the contractor in writing when its property control system does not comply with contract requirements and must request prompt correction of deficiencies. If the contractor does not correct the deficiencies within a reasonable period, the property administrator must request action by the Contracting Officer administering the contract.</p> <p>If action is requested by the property administrator:</p> <ul style="list-style-type: none"><li>• Contact the contractor:<ul style="list-style-type: none"><li>– Notify the contractor in writing of any required corrections and establish a schedule for completion of actions;</li><li>– Caution the contractor that failure to take the required corrective actions within the time specified will result in withholding or withdrawing system approval; and</li><li>– Advise the contractor that its liability for loss of or damage to Government property may increase if approval is withheld or withdrawn.</li></ul></li><li>• Monitor (through the property administrator) compliance with the schedule of corrective actions.</li><li>• Determine whether to withhold or withdraw approval.</li></ul>

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## Part B: Government Property

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Tasks	Related Standards
4. Modify the contract to provide Government property when such action is in the Government's best interest.	<p>Consider the following process:</p> <ul style="list-style-type: none"><li>• Determine whether to provide or authorize use of the property and under what conditions. Correctly apply FAR decision rules for determining whether to provide the property in response to a post-award request.</li><li>• Determine whether to authorize rent-free use of the property. Only authorize rent-free use under the conditions prescribed at FAR 45.404.</li><li>• Absent rent-free use, determine the amount of rent or other consideration. Follow the requirements of FAR 45.403, 45.405, and the Use and Charges clause (FAR 52.245-9).</li><li>• Identify applicable special restrictions or conditions (e.g., whether the property would be furnished on an "as is" basis).</li><li>• Modify the contract.</li></ul>

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Tasks	Related Standards
5. Approve or disapprove post-award requests to acquire specific items of property.	<p>When the contract requires Contracting Officer consent to acquire certain types of property, review the contractor's request and approve or disapprove it following the contract terms and the requirements of FAR and agency guidelines.</p> <p>For example, under negotiated contracts containing the Special Test Equipment clause (FAR 52.245-18), the contractor must notify the Contracting Officer if it intends to acquire or fabricate special test equipment. Within 30 days of receipt of the notice, the Contracting Officer must:</p> <ul style="list-style-type: none"> <li>• Review the proposed items for necessity and proper classification as "special" test equipment;</li> <li>• Screen the availability of existing Government-owned test equipment in accordance with agency procedures; and</li> <li>• Notify the contractor, approving or disapproving the acquisition or fabrication and, if it is disapproved, state whether the Government will furnish the equipment.</li> </ul>
6. Monitor delivery of the Government property as stipulated in the contract.	<p>Assure that Government property is made available according to schedule set in the contract and in the condition described in the contract.</p> <ul style="list-style-type: none"> <li>• Upon notice from the contractor that the property is not in a condition suitable for the intended use: <ul style="list-style-type: none"> <li>– Determine whether to direct the contractor to repair, modify, return, or otherwise dispose of the property; and</li> <li>– Make a reasonable equitable adjustment (when appropriate).</li> </ul> </li> <li>• If the property was delivered late and the contractor makes a timely written request: <ul style="list-style-type: none"> <li>– Determine the delay (if any) caused the contractor; and</li> <li>– Make a reasonable equitable adjustment for any delay caused the contract.</li> </ul> </li> </ul>

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Tasks	Related Standards
7. Monitor use of Government property to assure that only appropriate property is furnished to the contractor.	<p>The Contracting Officer may, by written notice,</p> <ul style="list-style-type: none"><li>• Decrease the Government-furnished property provided or to be provided under the contract; or</li><li>• Substitute other Government-furnished property for the property to be provided by the Government, or to be acquired by the contractor for the Government, under the contract.</li></ul> <p>The contractor must promptly take such action as the Contracting Officer may direct regarding the removal, shipment, or disposal of the property covered by such notice.</p> <p>The contractor or the Contracting Officer can request an equitable adjustment as a result of the notice.</p>

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Tasks	Related Standards
8. Resolve reported loss, damage or destruction of Government property.	<p>The contractor must:</p> <ul style="list-style-type: none"> <li>Investigate and report to the property administrator all cases of loss, damage, or destruction of Government property in its possession or control as soon as the facts become known or when requested by the property administrator.</li> <li>Furnish a report to the property administrator.</li> </ul> <p>Based on the report and other available information:</p> <ul style="list-style-type: none"> <li>Determine: <ul style="list-style-type: none"> <li>Whether the contractor is liable for the shortage, loss, damage, or destruction of Government property;</li> <li>The extent the contractor is liable; and</li> <li>The cost related to the loss, damage, or destruction (e.g., the cost of repair or the value of the item).</li> </ul> </li> <li>Document the determination.</li> <li>Obtain a proposal from the contractor on an appropriate equitable adjustment (e.g., to repair, replace, or otherwise mitigate damage).</li> <li>Evaluate the contractor's proposal with any necessary assistance from other members of the Government acquisition team (e.g., the cognizant auditor).</li> <li>Prepare the Government's position.</li> <li>Negotiate with the contractor an appropriate equitable adjustment.</li> <li>At the conclusion of negotiations, either: <ul style="list-style-type: none"> <li>Document that no adjustment is required;</li> <li>Sign a bilateral contract modification to incorporate the agreed-to equitable adjustment; or</li> <li>Issue a final decision and a demand letter for the amount the Contracting Officer determined reasonable when negotiations failed.</li> </ul> </li> </ul>

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Tasks	Related Standards
9. Resolve reports of unauthorized use of Government property.	<p>When evidence is received indicating that the contractor is using Government property without appropriate authorization:</p> <ul style="list-style-type: none"> <li>• Evaluate and document evidence.</li> <li>• Provide the contractor with an opportunity to present additional facts and its position.</li> <li>• Determine whether there has been unauthorized use.</li> <li>• Upon a finding of unauthorized use, calculate the full monthly rental without credit as required by FAR 52.245-9(j) for each month or part of a month in which unauthorized use occurred. However, the agency head concerned may, in writing, waive the contractor's liability for such unauthorized use if the agency head determines that without such a waiver gross inequity would result.</li> <li>• Based on the finding, either: <ul style="list-style-type: none"> <li>– Sign a bilateral contract modification to make the equitable adjustment; or</li> <li>– Issue a final decision and a demand letter for the amount the Contracting Officer determined reasonable.</li> </ul> </li> </ul> <p>The acceptance of any rental by the Government under this clause does not waive or relinquish any rights it may have against the Contractor growing out of the Contractor's unauthorized use of the facilities or any other failure to perform this contract according to its terms.</p>
10. Collect rents or assess penalties under the Use and Charges clause of the contract.	Comply with requirements of the Use and Charges clause (FAR 52.245-9) and any applicable FAR or agency guidelines.

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Tasks	Related Standards
11. Obtain contractor reports of excess property.	<p>The contractor shall promptly report all Government property in excess of the amounts needed to complete full performance under the contracts providing it or authorizing its use.</p> <p>Verify that the contractor promptly reports all Government property in excess of amounts needed to complete full performance under the contracts providing it or authorizing its use.</p> <p>Accept the contractor's inventory schedules prepared in accordance with FAR 45.606 only after the Government representative acting as plant clearance officer verifies:</p> <ul style="list-style-type: none"><li>• The identified inventory is present at the indicated location;</li><li>• The inventory is allocable to the contract;</li><li>• The quantity and condition are accurately reported; and</li><li>• The contractor has endeavored to divert items to other work or to return contractor-acquired property to the supplier for appropriate credit.</li></ul>

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Tasks	Related Standards
<p>12. Monitor disposition of Government property when the contractor determines that the property is excess.</p>	<p>When the inventory is identified as excess:</p> <ul style="list-style-type: none"> <li>• Determine the method of disposition from one of the following in order of priority indicated:               <ul style="list-style-type: none"> <li>– Exercise the agency’s right to require delivery. This includes transfers of Government property to another Government contract (FAR 45.603).</li> <li>– Purchase or retention at cost by prime contractor or subcontractor of contractor-acquired property (FAR 45.604 and 45.605-1).</li> <li>– Return of contractor-acquired property to suppliers (FAR 45.604 and 45.605-2).</li> <li>– Use within the Government through the use of prescribed screening procedures (FAR 45.608).</li> <li>– Donation to eligible donees (FAR 45.609).</li> <li>– Sale (including purchase or retention at less than cost by the prime contractor or subcontractor) (FAR 45.604 and 45.610).</li> <li>– Donation to public bodies in lieu of abandonment (FAR 45.611).</li> <li>– Abandonment or destruction (FAR 45.611).</li> </ul> </li> <li>• Assure that classified/sensitive property is not disclosed or available for unauthorized use (e.g., demilitarize military property).</li> <li>• Negotiate any equitable adjustment required to support the disposition of excess inventory.</li> <li>• Execute any necessary contract modification.</li> <li>• Resolve reported property disposal problems.</li> </ul>

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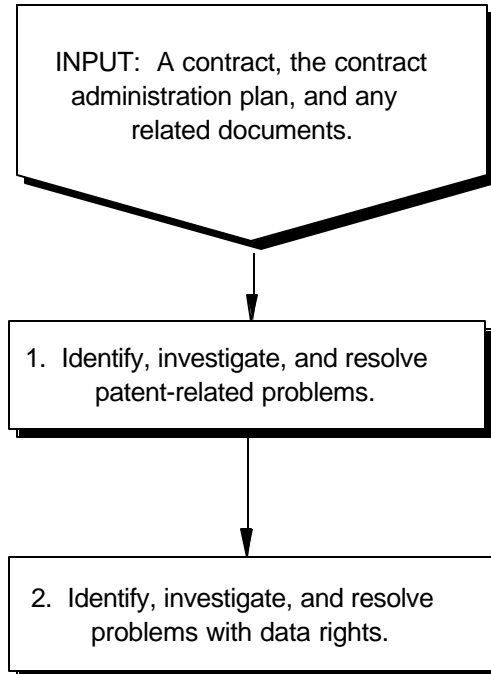
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Tasks	Related Standards
<p>13. Act on “right to title” special tooling lists.</p>	<p>The Government acquires title to special tooling under all cost-reimbursement contracts.</p> <p>Under fixed-price contracts, the Special Tooling clause (FAR 52.245-17) prescribes the Government’s right to title and the timeframes for issuing disposition instructions.</p> <ul style="list-style-type: none"> <li>• Determine the appropriate disposition from the available options including: <ul style="list-style-type: none"> <li>– Directing the contractor to transfer specified items of special tooling to follow-on contracts requiring their use. Those items are then subject to the provisions of the gaining contract(s);</li> <li>– Requesting the contractor to enter into an appropriate storage contract for special tooling specified to be retained by the contractor for the Government;</li> <li>– Directing the contractor to transfer title to the Government (to the extent not previously transferred) and deliver to the Government those items of special tooling, which are specified for removal from the contractor’s plant;</li> <li>– Directing the contractor to sell, or dispose of as scrap, for the account of the Government, any special tooling not otherwise identified for disposal;</li> <li>– Furnishing the contractor with a statement disclaiming further Government interest or right in specified special tooling; and</li> <li>– Taking some combination of the actions identified above.</li> </ul> </li> <li>• Negotiate any equitable adjustment required to support the disposition.</li> <li>• Execute any necessary contract modification.</li> <li>• Resolve reported disposition problems.</li> </ul>

# UNIT 68 ADMINISTERING SPECIAL TERMS AND CONDITIONS

## Part C: Intellectual Property

*September 2002*



# UNIT 68 ADMINISTERING SPECIAL TERMS AND CONDITIONS

## Part C: Intellectual Property

September 2002

Tasks	Related Standards
1. Identify, investigate, and resolve patent-related problems.	<p>Identify and resolve problems related to:</p> <ul style="list-style-type: none"> <li>• Reporting requirements;</li> <li>• Patent infringements arising out of or resulting from contracts for supplies or services;</li> <li>• Titles to patents under Government contracts;</li> <li>• Licenses to use patented inventions (by the Government when the contractor has title; by the contractor when the Government acquires title);</li> <li>• Lack of progress by the contractor or assignee in utilizing patents (i.e., potential need to exercise march-in rights);</li> <li>• Preferences for U.S. industry when granting rights to use the invention in the U.S.;</li> <li>• Preferences for small business concerns;</li> <li>• Publication or release of invention disclosures;</li> <li>• Greater rights determinations, in response to requests for such rights under the Patent Rights – Acquisition by the Government clause (FAR 52.227-13); or</li> <li>• Contractor appeals under patent clauses.</li> </ul> <p>Follow the guidelines provided in FAR 27.1, 27.2, and 27.3, and/or agency regulations, as well as the requirements of related clauses in the contract, such as:</p> <ul style="list-style-type: none"> <li>• Authorization and Consent (FAR 52.227-1);</li> <li>• Notice and Assistance Regarding Patent and Copyright Infringement (FAR 52.227-2);</li> <li>• Patent Indemnity (FAR 52.227-3);</li> <li>• Filing of Patent Applications – Classified Subject Matter (FAR 52.227-10);</li> <li>• Patent Rights – Retention by the Contractor (Short Form) (FAR 52.227-11);</li> <li>• Patent Rights – Retention by the Contractor (Long Form) (FAR 52.227-12); or</li> <li>• Patent Rights – Acquisition by the Government (FAR 52.227-13).</li> </ul>

# UNIT 68 ADMINISTERING SPECIAL TERMS AND CONDITIONS

## Part C: Intellectual Property

*September 2002*

Tasks	Related Standards
2. Identify, investigate, and resolve problems with data rights.	<p>Identify and resolve problems related to:</p> <ul style="list-style-type: none"><li>• Copyrighting of data first produced in the performance of a contract;</li><li>• Use of copyrighted data not first produced in the performance of the contract;</li><li>• Release, publication and use of data.</li><li>• Unauthorized marking of data;</li><li>• Omitted or incorrect notices;</li><li>• Inspection of data at the Contractor's facility; or</li><li>• The acquisition of data.</li></ul> <p>Follow the guidelines provided in FAR 27.1, 27.4, and/or agency regulations, as well as the requirements of related clauses in the contract, such as:</p> <ul style="list-style-type: none"><li>• Rights in Data – General (FAR 227-14);</li><li>• Additional Data Requirements (FAR 227-16);</li><li>• Rights in Data – Special Works (FAR 227-17);</li><li>• Rights in Data – Existing Works (FAR 227-18);</li><li>• Commercial Computer Software – restricted rights (FAR 227-19); and</li><li>• Rights in Data – SBIR Program (FAR 227-20).</li></ul>